

744739

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TALLAHASSEE, FLORIDA

Amend
C.COULLIETTE

NOV 09 2010

EXAMINER

**BECKER &
POLIAKOFF**

Bank of America Center
625 N. Flagler Drive, 7th Floor
West Palm Beach, Florida 33401
Phone: (561) 655-5444 Fax: (561) 832-8987
US Toll Free: (800) 462-7783

ADMINISTRATIVE OFFICE
3111 STIRLING ROAD
FORT LAUDERDALE, FL 33312
954-987-7550

WWW.BECKER-POLIAKOFF.COM
BP@BECKER-POLIAKOFF.COM

October 18, 2010

Reply To:
West Palm Beach
Kenneth S. Direktor, Esq.
Direct dial: (561) 820-2880
kdirektor@becker-poliakoff.com

CORPORATE RECORDS BUREAU
DIVISION OF CORPORATIONS
Department of State
P.O. Box 6327
Tallahassee, FL 32301

RE: Condominium Association of Drake Tower, Inc.

Dear Sir/Madam:

Enclosed herein please find an **original** and **one copy** of a Certificate of Amendment to the Articles of Incorporation of **Condominium Association of Drake Tower, Inc.**, as well as a check in the amount of **\$43.75** to cover the cost of filing same and return of a stamped copy to my attention.

Thank you for your attention to this matter.

Very truly yours,


KENNETH S. DIREKTOR
For the Firm

KSD/ebd
Enclosures

ACTIVE: 3125508_1

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 4, 2010

BECKER & POLIAKOFF, PA
KENNETH S. DIEKTOR
625 N. FLAGLER DR., 7TH FL
WEST PALM BEACH, FL 33401

SUBJECT: CONDOMINIUM ASSOCIATION OF DRAKE TOWER, INC.
Ref. Number: 744739

We have received your document for CONDOMINIUM ASSOCIATION OF DRAKE TOWER, INC. and your check(s) totaling \$43.75. However, the document has not been filed and is being retained in this office for the following:

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Regulatory Specialist II

Letter Number: 210A00025880

**BECKER &
POLIAKOFF**

Bank of America Center
625 N. Flagler Drive, 7th Floor
West Palm Beach, Florida 33401
Phone: (561) 655-5444 Fax: (561) 832-8987
US Toll Free: (800) 462-7783

ADMINISTRATIVE OFFICE
3111 STIRLING ROAD
FORT LAUDERDALE, FL 33312
954-987-7550

WWW.BECKER-POLIAKOFF.COM
BP@BECKER-POLIAKOFF.COM

November 2, 2010

Reply To:
West Palm Beach
Kenneth S. Direktor, Esq.
Direct dial: (561) 820-2880
kdirektor@becker-poliakoff.com

CORPORATE RECORDS BUREAU
DIVISION OF CORPORATIONS
Attention: Dheryl Coulliette
Department of State
P.O. Box 6327
Tallahassee, FL 32301

RE: Condominium Association of Drake Tower, Inc.

Dear Ms. Coulliette:

Pursuant to your telephone conversation with my secretary last week, enclosed please an executed Acceptance By Registered Agent with regard to the amendments to the Articles of Incorporation for Condominium Association of Drake Tower, Inc. Please include this Acceptance with the amendments and proceed with recording of same.

If you have any questions, please do not hesitate to contact our office.

Very truly yours,



KENNETH S. DIREKTOR
For the Firm

KSD/ebd
Enclosure

ACTIVE: 3138785_1

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TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
CONDOMINIUM ASSOCIATION OF DRAKE TOWER, INC.**

The undersigned officers of **Condominium Association of Drake Tower, Inc.** do hereby certify that the following amendments to the Articles of Incorporation of said corporation are a true and correct copy as amended, pursuant to Article XII thereof, by the membership at a duly called and noticed meeting of the members held August 30, 2010, and recessed to and reconvened on September 27, 2010. The amendments were adopted by the members and the number of votes cast for the amendments was sufficient for approval.

**AMENDMENTS TO THE
ARTICLES OF INCORPORATION
OF
CONDOMINIUM ASSOCIATION OF DRAKE TOWER, INC.**

FILED
10 NOV - 9 AM 9:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND
WORDS DELETED ARE LINED THROUGH.

In order to form a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify and set forth the following:

ARTICLE I

DEFINITIONS

The terms contained in these Articles which are contained in Chapter 718 Florida Statutes, (the "Condominium Act") shall have the meaning of such terms set forth in the Declaration of Condominium. such act, and the following terms shall have the following meanings:

(a) ~~"Drake Tower Condominium" is the name by which the Condominium Property, as hereinafter defined, is to be identified.~~

(b) ~~"Condominium Property" means the land, all improvements thereon, and all personal property used in connection therewith, all of which are to be submitted to condominium ownership under the Declaration, as hereinafter defined, and as are more particularly described therein, and all easements and rights appurtenant thereto.~~

(c) ~~"Apartment" means a "Unit", as defined in the Condominium Act, which is part of the Condominium Property.~~

(d) ~~"Owner" means the owner of an Apartment.~~

(e) ~~"Developer" means Mercantile Development Corporation and the successors to and assigns of the rights of Developer under these Articles; provided, however, an Owner shall not solely by the purchase of an Apartment be deemed a successor to or assignee of the rights of Developer under these Articles unless such Owner is specifically so designated as such a successor to or assignee of such rights in the respective instrument of conveyance or any other instrument executed by Developer.~~

(f) ~~"Association" means Condominium Association of Drake Tower, Inc., a Florida corporation not for profit.~~

(g) ~~"Board" means the Board of Directors of the Association.~~

(h) ~~"Member" means a member of the Association.~~

(i) ~~"Articles" means these Articles of Incorporation of the Association.~~

(j) ~~"Bylaws" means the Bylaws of the Association.~~

(k) ~~"Rules" means any rules and regulations duly promulgated by the Board pursuant to its powers under any of the "Condominium Documents", as hereinafter defined.~~

(l) ~~"Declaration" means the Declaration of Condominium of Drake Tower Condominium.~~

(m) ~~"Condominium Documents" means the Declaration, the Articles, the Bylaws, the Rules, and any document or instrument referred to or contemplated by the foregoing documents.~~

(n) ~~"Institutional First Mortgagee" means any commercial bank; savings bank; savings and loan association; life insurance company; federal agency; corporation or association; mortgage lending corporation, association, or trust; real estate investment trust; any affiliate or subsidiary of the foregoing; Developer; and any successors or assigns thereof; if and as long as the respective entity or person holds a first mortgage on an Apartment.~~

ARTICLE II

NAME

The name of the Corporation shall be CONDOMINIUM ASSOCIATION OF DRAKE TOWER, INC., (referred to herein as the "Association").

ARTICLE III

PURPOSE OF ASSOCIATION

The purpose of the Association is to administer, manage and operate Drake Tower Condominium.

ARTICLE IV

POWERS

In furtherance of the foregoing purposes, the Association shall have the following powers:

(a) The Association shall have all of the common law and statutory powers of Florida corporation not for profit which are not in conflict with the Condominium Act or the terms and conditions of the Condominium Documents;

(b) The Association shall have all of the powers of a condominium association under the Condominium Act and all of the powers granted to the Association under any of the Condominium Documents;

(c) The Association shall have all of the powers reasonably necessary to implement the purposes of the Association set forth in these Articles and in any of the Condominium Documents, including but not limited to the following powers, which powers will be exercised in accordance with the Condominium Act and the Condominium Documents:

(i) to make, establish, amend and enforce reasonable rules and regulations governing Drake Tower Condominium and the use of Condominium Property;

(ii) to make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association and the administration, management, operation and maintenance of Drake Tower Condominium and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

(iii) to administer, manage and operate Drake Tower Condominium and to maintain, repair and replace Condominium Property;

(iv) to construct and reconstruct Condominium Property in the event of casualty or other loss.

(v) to employ personnel, retain independent contractors and professional personnel, and enter into any supply, service, management or other agreements and contracts consistent with the purposes of the Association to provide for the administration, management and operation of Drake Tower Condominium and the Association and the maintenance, care and repair of Condominium Property.

ARTICLE V

MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, and the manner of the termination of such membership, ~~and the manner of voting by Members~~ shall be as follows:

~~(a) Until such time as Developer conveys an Apartment, the membership of the Association shall be comprised solely of the subscribers to these Articles ("Subscriber Members"), and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Member may terminate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the membership.~~

~~(b) (a) Upon the conveyance by Developer of an Apartment, membership of the Subscriber Members in the Association shall be automatically terminated. Thereafter, Each and every Owner (and only Owners), including the Developer as to Apartments owned by Developer shall be entitled to be a Members and to exercise all of the rights and privileges of Membership.~~

~~(c) (b)~~ Membership in the Association for Owners ~~other than Developer~~ shall be established by the acquisition of ownership of fee title to an Apartment in Drake Tower Condominium as evidenced by the recording of an instrument of acquisition amongst the Public Records of Broward County, Florida. Where title to an Apartment is acquired by conveyance ~~from a party other than Developer~~ by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Apartment shall not be a Member unless and until such owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

~~(d) (c)~~ No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Apartment.

~~(e) (d)~~ Any Member who conveys or loses title to an Apartment by sale, gift, bequest, judicial decree or otherwise shall immediately upon such conveyance or loss of title no longer be entitled to be a Member of the Association, shall not be such a member, and shall lose all rights and privileges of a Member of the Association.

~~(f) If there is one Member with respect to an Apartment, such Member shall be entitled to one vote. If there is more than one Member with respect to an Apartment~~

~~as a result of the fee interest in such Apartment being held by more than one person, such Members collectively shall be entitled to only one vote. the vote of the owners of an Apartment owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the owners of the Apartment, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Apartment shall not be considered for any purpose.~~

ARTICLE VI

TERM

The term for which the Association is to exist shall be perpetual.

ARTICLE VII

SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are as follows:

NAME	ADDRESS
Rene H. LePine	1800 N. Andrews Avenue Fort Lauderdale, Florida
Howard Bloom	Suite 215, 950 N. Federal Highway Pompano Beach, Florida 33062
Eileen Modlin	3921 Crystal Lake Drive, Apt. 201 Pompano Beach, Florida 33064

ARTICLE VIII

OFFICERS

8.1 The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and, if elected by the Board an Assistant Secretary, an Assistant Treasurer and such other officers and assistant officers designated by the Board, which officers shall be subject to the directions of the Board.

8.2 The Board shall elect the President, a Vice President, a Secretary, and a Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two offices the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President: _____ Rene H. LePine
Vice President _____ Howard Bloom
Secretary _____ Eileen Modlin
Treasurer _____ Rene H. LePine

ARTICLE X IX
BOARD OF DIRECTORS

~~10.1~~ The number of Directors on the first Board of Directors (the "First Board") shall be ~~three (3)~~. The number of directors on the Board thereafter shall be ~~not less than three (3)~~; five (5).

~~10.2~~ The names and addresses of the persons who are to serve as directors on the First Board until the first election of their respective successors in accordance with this Article X are as follows:

NAME	ADDRESS
Rene H. LePine	1800 N. Andrews Avenue Fort Lauderdale, Florida
Howard Bloom	Suite 215, 950 N. Federal Highway Pompano Beach, Florida 33062
Eileen Modlin	3921 Crystal Lake Drive, Apt. 201 Pompano Beach, Florida 33064

~~10.3~~ The First Board shall serve until the earliest to occur of the following events:

(a) ~~The sending by Developer to the Association and to each Member of a written notice that Developer voluntarily relinquishes its right to continue to designate any of the members of the Board of Directors of the Association; or~~

(b) ~~Developer no longer holds for sale in the ordinary course of business any Apartment.~~

~~10.4~~ Developer reserves the right to designate and elect successor directors to serve on the First Board upon the resignation or removal of directors from the First Board or upon the election of the First Board at annual meetings of the Members of the Association for so long as the First Board is to serve; provided, however, the Members of the Association other than the Declarant shall have such right of designation and election to the extent set forth in Section 10.3 and 10.6 immediately following.

~~10.5~~ The Members of the Association other than Developer shall have the right to elect one (1) member of the First Board after such Members of the Association own twenty-two (22) Apartments.

~~10.6~~ The Members of the Association other than Developer shall have the right to elect a total of two (2) members of the First Board following the earliest to occur of the following events (the "Turnover Date"):

~~(a) — One year after seventy-two (72) Apartments have been conveyed by Developer;~~

~~(b) — Three months after one hundred twenty-nine (129) Apartments have been conveyed by Developer;~~

~~(c) — When all of the Apartments have been completed, some have been conveyed by Developer, and none are being offered for sale by Developer in the ordinary course of business; or~~

~~(d) — When some of the Apartments have been conveyed by Developer and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.~~

~~10.7 — Upon the occurrence of an event giving rise to the right of the Members of the Association other than Developer, to elect a member of the First Board under Paragraph 10.5 or 10.6 immediately preceding or the right of the Members of the Association to elect the entire Board upon the termination of the First Board, the Members shall elect such directors at a special meeting called by the Board for such purpose. Notice of such meeting shall be forwarded to all Members of the Association within sixty (60) days after Members are so entitled to elect such directors and the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The term of any member of the First Board who has been elected by Members of the Association shall extend until the next annual meeting of the members of the Association and until a successor is duly elected by such Members and qualified.~~

~~10.8 — After the termination of the First Board, the Board shall serve until the next annual meeting of the Members of the Association, whereupon the Members shall elect all of the directors to serve on the Board in accordance with the Bylaws of the Association, and the Board shall continue to be so elected at subsequent annual meetings of the Members of the Association.~~

ARTICLE XI

BYLAWS

~~The Bylaws of the Association will be adopted by the First Board, and thereafter may be altered, amended or rescinded by a majority of the Board and a majority of the Members present at a meeting of each of such bodies in the manner provided for in the Bylaws.~~

ARTICLE XII X

AMENDMENT

~~12.1 — Prior to the conveyance by Developer of an Apartment, these Articles may be amended only by an instrument in writing signed by all of the Subscriber Members and filed in the Office of the Secretary of State of the State of Florida.~~

~~12.2~~ 10.1 After the conveyance by Developer of an Apartment; Ithese Articles may be amended in the following manner:

(a) An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or of the Membership) at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Board or the Members, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be with the approval of two-thirds (2/3) of the votes of the participating Members present and voting, in person or by proxy, at a meeting at which a quorum is established, or by written agreement provided a quorum of the Members participates, by a vote of two-thirds (2/3) of the Members present at a meeting of the Members at which a quorum is

present, and approval by the Board must be by two-thirds (2/3) of the directors present at a meeting of the directors at which a quorum is present.

~~12-3~~ 10.2 Notwithstanding any provision of this Article ~~XII~~ X to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights or priorities of any Institutional First Mortgage or ~~Developer~~ including the rights of ~~Developer~~ to designate the directors of the First Board as provided in Article ~~X~~ hereof without the prior written consent to such amendment by ~~Developer~~ or such Institutional First Mortgage as the case may be.

~~12-4~~ 10.3 Notwithstanding any provision of this Article ~~XII~~ X to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in any other Condominium Document, as the same may be amended from time to time in accordance with the respective provisions thereof.

~~12-5~~ 10.4 Any instrument amending the Articles shall identify the Particular Section or Sections being amended and give the exact language of such amendment. A certified copy of each of such amendment shall be attached to any certified copy of these Articles and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of Broward County, Florida.

ARTICLE ~~XIII~~ XI

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is Suite 200, Las Olas Isles Building, 1200 East Las Olas Boulevard, Fort Lauderdale, Florida Becker and Poliakoff, P.A., 3111 Stirling Road, Ft. Lauderdale, Florida 33312, and the initial registered agent of the Association at that address shall be Michael M. Wallack Kenneth S. Direktor, Esq.

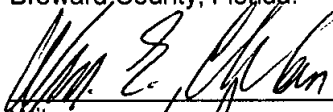
ARTICLE ~~XIII~~ XII

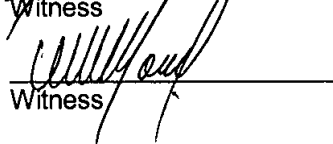
INDEMNIFICATION

The Association shall indemnify any officer or director, or any former officer or director, to the fullest extent permitted under law. Without limiting the foregoing, each and every director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any threatened, pending or completed proceeding or litigation or any settlement in which he is a party by reason of his being or having been a director or officer of the Association, and the foregoing provisions for indemnification shall apply whether or not such a person is a director or officer at the time such cost, expense, or liability is incurred. Notwithstanding the foregoing, in the event a director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article ~~XV~~ XII shall not apply.

* * * * *

WITNESS my signature hereto this 10 day of October, 2010, at Ft. Lauderdale, Broward County, Florida.



Witness


Witness

BY:  (SEAL)

President
ATTEST:  (SEAL)

Secretary

[Notary page to follow]

STATE OF FLORIDA :

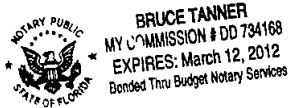
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 10 day of October 2010, by Scott Wyma and Therese Hoffman, as President and Secretary, respectively, of Condominium Association of Drake Tower, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Bruce Tanner (Signature)

Bruce Tanner (Print Name)
Notary Public, State of Florida at Large

ACTIVE: 3115404_1



ACCEPTANCE BY REGISTERED AGENT

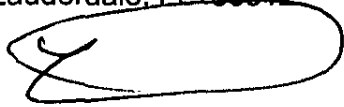
HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR CONDOMINIUM ASSOCIATION OF DRAKE TOWER, INC., A NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE XI OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTIES.

DATED THIS 2nd DAY OF November, 2010.

BECKER & POLIAKOFF, P.A.

3111 Stirling Road

Ft. Lauderdale, FL 33312

By: 

KENNETH S. DIREKTOR

For the Firm

(Registered Agent)